

NOTICE: CHANGES MADE BY THE COURT

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ELEONORA LIZZETH ULLOA
CALDERON

Plaintiff,

v.

CITY OF LOS ANGELES; LOS
ANGELES POLICE DEPARTMENT;
OFFICER MALAGA, an individual;
CHIEF DOMINIC CHOI, an
individual; and DOES 1 through 10,
inclusive

Defendant.

CASE NO. 2:24-cv-10045-HDV-SKx
Hon. Judge Hernan D. Vera – Ctrm. 5B
Hon. Mag. Judge Steve Kim – Ctrm. 540

STIPULATED PROTECTIVE
ORDER **EXCEPT AS MODIFIED
BY THE COURT**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to

1 discovery and that the protection it affords from public disclosure and use extends
2 only to the limited information or items that are entitled to confidential treatment
3 under the applicable legal principles. The parties further acknowledge, as set forth
4 in Section 12.3 (Filing Protected Material), below, that this Stipulated Protective
5 Order does not entitle them to file confidential information under seal; Civil Local
6 Rule 79-5 sets forth the procedures that must be followed and the standards that will
7 be applied when a party seeks permission from the court to file material under seal.
8

9 B. GOOD CAUSE STATEMENT

10 This action involves employees of the City of Los Angeles (the “City”) which
11 include members of the City’s Los Angeles Police Department (“LAPD”) which
12 include at least one named defendant (collectively “Defendants”). The nature of the
13 incident that gives rise to Plaintiff’s suit and Plaintiff’s claims and allegations, will
14 result in discovery production that includes: police reports and evidence;
15 investigation reports and evidence; peace officer personnel materials; information
16 implicating the privacy rights of third parties (i.e., bystander witnesses, emergency
17 personnel information); and other private and confidential materials for which
18 require special protection from public disclosure.

19 Specifically, Plaintiff is seeking materials and information that Defendant(s)
20 employer/the City maintains as confidential such as personnel files of the police
21 and/or sworn officers involved in this incident, Internal Affairs materials and
22 information, video recordings, audio recordings, photographs, and information and
23 other administrative materials and information currently in the possession of the
24 City and which Defendants’ employer believes need special protection from public
25 disclosure and from use for any purpose other than prosecuting this litigation.
26 Plaintiff may also seek official information contained in the personnel files of the
27 police and/or sworn officers involved in the subject incident, which are maintained
28

1 as strictly confidential and which Defendants believe need special protection from
2 public disclosure and from use for any purpose other than prosecuting this litigation.

3 Defendants assert that the confidentiality of the materials and information
4 sought by Plaintiff is recognized by California and federal law, as evidenced inter
5 alia by California *Penal Code* section 832.7 and *Kerr v. United States Dist. Ct. for*
6 *N.D. Cal.*, 511 F.2d 192, 198 (9th Cir. 1975), *aff'd*, 426 U.S. 394 (1976). Defendants
7 have not publicly released the materials and information referenced above except
8 under protective order or pursuant to a court order, if at all. The personnel materials
9 and information are of the type that has been used to initiate disciplinary action
10 against the City's respective employees, and has been used as evidence in
11 disciplinary proceedings, where the employee conduct was considered to be
12 contrary to policy.

13 Defendants contend that absent a protective order delineating the
14 responsibilities of nondisclosure on the part of the parties hereto, there is a specific
15 risk of unnecessary and undue disclosure by one or more of the many attorneys,
16 secretaries, law clerks, paralegals and expert witnesses involved in this case, as well
17 as the corollary risk of embarrassment, harassment and professional and legal harm
18 on the part of the City's employees referenced in the materials and information.

19 Defendants also contend that the unfettered disclosure of the materials and
20 information, absent a protective order, would allow the media to share this
21 information with potential jurors in the area, impacting the rights of Defendants
22 herein to receive a fair trial.

23 Accordingly, to expedite the flow of information, to facilitate the prompt
24 resolution of disputes over confidentiality of discovery materials, to adequately
25 protect information the parties are entitled to keep confidential, to ensure that the
26 parties are permitted reasonable necessary uses of such material in preparation for
27 and in the conduct of trial, to address their handling at the end of the litigation, and
28 serve the ends of justice, a protective order for such information is justified in this

1 matter. It is the intent of the parties that information will not be designated as
2 confidential for tactical reasons and that nothing be so designated without a good
3 faith belief that it has been maintained in a confidential, non-public manner, and
4 there is good cause why it should not be part of the public record of this case.

5 Plaintiff does not agree with and does not stipulate to Defendants' contentions
6 as set forth above. Nothing in this Stipulation or its associated Order shall resolve
7 the parties' disagreement, or bind them, concerning the legal statements and claimed
8 privileges set forth above. However, Plaintiff agrees that there is Good Cause for a
9 Protective Order so as to preserve the respective interests of the parties while
10 streamlining the process of resolving any disagreements. Specifically, Plaintiff
11 contends that, absent this Stipulation and its associated Protective Order, the parties'
12 respective privilege interests may be impaired or harmed, and that this Stipulation
13 and its associated Protective Order may avoid such harm by permitting the parties
14 to facilitate discovery with reduced risk that privileged and/or sensitive/confidential
15 information will become matters of public record.

16 The parties therefore stipulate that there is Good Cause for, and hereby jointly
17 request that the honorable Court issue a Protective Order regarding confidential
18 documents consistent with the terms and provisions of this Stipulation. However,
19 the entry of a Protective Order by the Court pursuant to this Stipulation shall not be
20 construed as any ruling by the Court on the aforementioned legal statements or
21 privilege claims in this section.

22
23 **2. DEFINITIONS**

24 **2.1 Action:** *Calderon v. City of Los Angeles, et al.*, case no. 2:24-cv-
25 10045-HDV-SKx.

26 **2.2 Challenging Party:** a Party or Non-Party that challenges the
27 designation of information or items under this Order.

28 **2.3 "CONFIDENTIAL" Information or Items:** information (regardless of

1 how it is generated, stored, or maintained) or tangible things that qualify for
2 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
3 the Good Cause Statement.

4 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
5 their support staff).

6 2.5 Designating Party: a Party or Non-Party that designates information
7 or items that it produces in disclosures or in responses to discovery as
8 “CONFIDENTIAL.”

9 2.6 Disclosure or Discovery Material: all items or information, regardless
10 of the medium or manner in which it is generated, stored, or maintained (including,
11 among other things, testimony, transcripts, and tangible things), that are produced
12 or generated in disclosures or responses to discovery in this matter.

13 2.7 Expert: a person with specialized knowledge or experience in a matter
14 pertinent to the litigation who has been retained by a Party or its counsel to serve as
15 an expert witness or as a consultant in this Action.

16 2.8 House Counsel: attorneys who are employees of a party to this Action.
17 House Counsel does not include Outside Counsel of Record or any other outside
18 counsel.

19 2.9 Non-Party: any natural person, partnership, corporation, association,
20 or other legal entity not named as a Party to this action.

21 2.10 Outside Counsel of Record: attorneys who are not employees of a
22 party to this Action but are retained to represent or advise a party to this Action and
23 have appeared in this Action on behalf of that party or are affiliated with a law firm
24 which has appeared on behalf of that party, including support staff.

25 2.11 Party: any party to this Action, including all of its officers, directors,
26 employees, consultants, retained experts, and Outside Counsel of Record (and their
27 support staffs).

28 2.12 Producing Party: a Party or Non-Party that produces Disclosure or

1 Discovery Material in this Action.

2 2.13 Professional Vendors: persons or entities that provide litigation
3 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
4 demonstrations, and organizing, storing, or retrieving data in any form or medium)
5 and their employees and subcontractors.

6 2.14 Protected Material: any Disclosure or Discovery Material that is
7 designated as “CONFIDENTIAL.”

8 2.15 Receiving Party: a Party that receives Disclosure or Discovery
9 Material from a Producing Party.

10
11 3. SCOPE

12 The protections conferred by this Stipulation and Order cover not only
13 Protected Material (as defined above), but also (1) any information copied or
14 extracted from Protected Material; (2) all copies, excerpts, summaries, or
15 compilations of Protected Material; and (3) any testimony, conversations, or
16 presentations by Parties or their Counsel that might reveal Protected Material.

17 Any use of Protected Material at trial shall be governed by the orders of the
18 trial judge. This Order does not govern the use of Protected Material at trial.

19
20 4. DURATION

21 Once a case proceeds to trial, all of the information that was designated as
22 confidential or maintained pursuant to this protective order becomes public and will
23 be presumptively available to all members of the public, including the press, unless
24 compelling reasons supported by specific factual findings to proceed otherwise are
25 made to the trial judge in advance of the trial. See Kamakana v. City and County of
26 Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause”
27 showing for sealing documents produced in discovery from “compelling reasons”
28 standard when merits-related documents are part of court record). Accordingly, the

1 terms of this protective order do not extend beyond the commencement of the trial.

2 ~~Even after final disposition of this litigation, as defined in Section 13 (FINAL~~
3 ~~DISPOSITION), the confidentiality obligations imposed by this Order shall remain~~
4 ~~in effect until a Designating Party agrees otherwise in writing or a court order~~
5 ~~otherwise directs.~~

6
7 5. DESIGNATING PROTECTED MATERIAL

8 5.1 Exercise of Restraint and Care in Designating Material for Protection.

9 Each Party or Non-Party that designates information or items for protection under
10 this Order must take care to limit any such designation to specific material that
11 qualifies under the appropriate standards. The Designating Party must designate for
12 protection only those parts of material, documents, items, or oral or written
13 communications that qualify so that other portions of the material, documents,
14 items, or communications for which protection is not warranted are not swept
15 unjustifiably within the ambit of this Order.

16 Mass, indiscriminate, or routinized designations are prohibited. Designations
17 that are shown to be clearly unjustified or that have been made for an improper
18 purpose (e.g., to unnecessarily encumber the case development process or to impose
19 unnecessary expenses and burdens on other parties) may expose the Designating
20 Party to sanctions.

21 If it comes to a Designating Party's attention that information or items that it
22 designated for protection do not qualify for protection, that Designating Party must
23 promptly notify all other Parties that it is withdrawing the inapplicable designation.

24 5.2 Manner and Timing of Designations. Except as otherwise provided in
25 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
26 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
27 under this Order must be clearly so designated before the material is disclosed or
28 produced.

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic
3 documents, but excluding transcripts of depositions or other pretrial or trial
4 proceedings), that the Producing Party affix at a minimum, the legend
5 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
6 contains protected material. If only a portion or portions of the material on a page
7 qualifies for protection, the Producing Party also must clearly identify the protected
8 portion(s) (e.g., by making appropriate markings in the margins).

9 A Party or Non-Party that makes original documents available for
10 inspection need not designate them for protection until after the inspecting Party has
11 indicated which documents it would like copied and produced. During the
12 inspection and before the designation, all of the material made available for
13 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
14 identified the documents it wants copied and produced, the Producing Party must
15 determine which documents, or portions thereof, qualify for protection under this
16 Order. Then, before producing the specified documents, the Producing Party must
17 affix the “CONFIDENTIAL legend” to each page that contains Protected Material.
18 If only a portion or portions of the material on a page qualifies for protection, the
19 Producing Party also must clearly identify the protected portion(s) (e.g., by making
20 appropriate markings in the margins).

21 (b) for testimony given in depositions that the Designating Party identify
22 the Disclosure or Discovery Material on the record, before the close of the
23 deposition all protected testimony.

24 (c) for information produced in some form other than documentary and
25 for any other tangible items, that the Producing Party affix in a prominent place on
26 the exterior of the container or containers in which the information is stored the
27 legend “CONFIDENTIAL.” If only a portion or portions of the information
28 warrants protection, the Producing Party, to the extent practicable, shall identify the

1 protected portion(s).

2 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
3 failure to designate qualified information or items does not, standing alone, waive
4 the Designating Party's right to secure protection under this Order for such material.
5 Upon timely correction of a designation, the Receiving Party must make reasonable
6 efforts to assure that the material is treated in accordance with the provisions of this
7 Order.

8
9 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
11 designation of confidentiality at any time that is consistent with the Court's
12 Scheduling Order.

13 6.2 Meet and Confer. The Challenging Party Shall initiate the dispute
14 resolution process under Civil Local Rule 37-1 et seq.

15 6.3 The burden of persuasion in any such challenge proceeding shall be
16 on the Designating Party. Frivolous challenges, and those made for an improper
17 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
18 parties), may expose the Challenging Party to sanctions. Unless the Designating
19 Party has waived or withdrawn the confidentiality designation, all parties shall
20 continue to afford the material in question the level of protection to which it
21 is entitled under the Producing Party's designation until the Court rules on the
22 challenge.

23
24 7. ACCESS TO AND USE OF PROTECTED MATERIAL

25 7.1 Basic Principles. A Receiving Party may use Protected Material that
26 is disclosed or produced by another Party or by a Non-Party in connection with
27 this Action only for prosecuting, defending, or attempting to settle this Action.
28 Such Protected Material may be disclosed only to the categories of persons and

1 under the conditions described in this Order. When the Action has been
2 terminated, a Receiving Party must comply with the provisions of Section 13 below
3 (FINAL DISPOSITION).

4 Protected Material must be stored and maintained by a Receiving Party at
5 a location and in a secure manner that ensures that access is limited to the
6 persons authorized under this Order.

7 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
8 otherwise ordered by the Court or permitted in writing by the Designating Party, a
9 Receiving Party may disclose any information or item designated
10 “CONFIDENTIAL” only to:

11 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
12 well as employees of said Outside Counsel of Record to whom it is reasonably
13 necessary to disclose the information for this Action;

14 (b) the officers, directors, and employees (including House Counsel) of
15 the Receiving Party to whom disclosure is reasonably necessary for this Action;

16 (c) Experts (as defined in this Order) of the Receiving Party to whom
17 disclosure is reasonably necessary for this Action and who have signed the
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (d) the Court and its personnel;

20 (e) court reporters and their staff;

21 (f) professional jury or trial consultants, mock jurors, and Professional
22 Vendors to whom disclosure is reasonably necessary for this Action and who have
23 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (g) the author or recipient of a document containing the information or a
25 custodian or other person who otherwise possessed or knew the information;

26 (h) during their depositions, witnesses, and attorneys for witnesses, in
27 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
28 party requests that the witness sign the form attached as Exhibit A hereto; and (2)

1 they will not be permitted to keep any confidential information unless they sign the
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
3 agreed by the Designating Party or ordered by the Court. Pages of transcribed
4 deposition testimony or exhibits to depositions that reveal Protected Material may
5 be separately bound by the court reporter and may not be disclosed to anyone except
6 as permitted under this Stipulated Protective Order; and

7 (i) any mediator or settlement officer, and their supporting personnel,
8 mutually agreed upon by any of the parties engaged in settlement discussions.

9
10 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
11 IN OTHER LITIGATION

12 If a Party is served with a subpoena or a court order issued in other litigation
13 that compels disclosure of any information or items designated in this Action as
14 “CONFIDENTIAL,” that Party must:

15 (a) promptly notify in writing the Designating Party. Such notification
16 shall include a copy of the subpoena or court order;

17 (b) promptly notify in writing the party who caused the subpoena or order
18 to issue in the other litigation that some or all of the material covered by the
19 subpoena or order is subject to this Protective Order. Such notification shall include
20 a copy of this Stipulated Protective Order; and

21 (c) cooperate with respect to all reasonable procedures sought to be
22 pursued by the Designating Party whose Protected Material may be affected.

23 If the Designating Party timely seeks a protective order, the Party served with
24 the subpoena or court order shall not produce any information designated in this
25 action as “CONFIDENTIAL” before a determination by the court from which the
26 subpoena or order issued, unless the Party has obtained the Designating Party’s
27 permission. The Designating Party shall bear the burden and expense of seeking
28 protection in that court of its confidential material, and nothing in these provisions

1 should be construed as authorizing or encouraging a Receiving Party in this Action
2 to disobey a lawful directive from another court.

3
4 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
5 PRODUCED IN THIS LITIGATION

6 (a) The terms of this Order are applicable to information produced by a
7 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
8 produced by Non-Parties in connection with this litigation is protected by the
9 remedies and relief provided by this Order. Nothing in these provisions should be
10 construed as prohibiting a Non-Party from seeking additional protections.

11 (b) In the event that a Party is required, by a valid discovery request, to
12 produce a Non-Party's confidential information in its possession, and the Party is
13 subject to an agreement with the Non-Party not to produce the Non-Party's
14 confidential information, then the Party shall:

15 (1) promptly notify in writing the Requesting Party and the Non-Party
16 that some or all of the information requested is subject to a confidentiality agreement
17 with a Non-Party;

18 (2) promptly provide the Non-Party with a copy of the Stipulated
19 Protective Order in this Action, the relevant discovery request(s), and a reasonably
20 specific description of the information requested; and

21 (3) make the information requested available for inspection by the Non-
22 Party, if requested.

23 (c) If the Non-Party fails to seek a protective order from this Court within
24 14 days of receiving the notice and accompanying information, the Receiving Party
25 may produce the Non-Party's confidential information responsive to the discovery
26 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
27 not produce any information in its possession or control that is subject to the
28 confidentiality agreement with the Non-Party before a determination by the Court.

Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this Court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the Court.

12. MISCELLANEOUS

12.1 Right to Relief. Nothing in this Order abridges the right of any person

1 to seek its modification by the Court in the future.

2 12.2 Right to Assert Other Objections. By stipulating to the entry of this
3 Protective Order, no Party waives any right it otherwise would have to object to
4 disclosing or producing any information or item on any ground not addressed in this
5 Stipulated Protective Order. Similarly, no Party waives any right to object on any
6 ground to use in evidence of any of the material covered by this Protective Order.

7 12.3 Filing Protected Material. A Party that seeks to file under seal any
8 Protected Material must comply with Civil Local Rule 79-5. Protected Material
9 may only be filed under seal pursuant to a court order authorizing the sealing of the
10 specific Protected Material at issue. If a Party's request to file Protected Material
11 under seal is denied by the court, then the Receiving Party may file the information
12 in the public record unless otherwise instructed by the court.

13
14 13. FINAL DISPOSITION

15 Final disposition shall be deemed to be the later of (1) dismissal of all claims
16 and defenses in this Action, with or without prejudice; and (2) final judgment herein
17 after the completion and exhaustion of all appeals, rehearings, remands, trials, or
18 reviews of this Action, including the time limits for filing any motions or
19 applications for extension of time pursuant to applicable law. After the final
20 disposition of this Action, within 60 days of a written request by the Designating
21 Party, each Receiving Party must return all Protected Material to the Producing
22 Party or destroy such material. As used in this subdivision, "all Protected Material"
23 includes all copies, abstracts, compilations, summaries, and any other format
24 reproducing or capturing any of the Protected Material. Whether the Protected
25 Material is returned or destroyed, the Receiving Party must submit a written
26 certification to the Producing Party (and, if not the same person or entity, to the
27 Designating Party) by the 60 day deadline that (1) identifies (by category, where
28 appropriate) all the Protected Material that was returned or destroyed; and (2)

1 affirms that the Receiving Party has not retained any copies, abstracts, compilations,
2 summaries, or any other format reproducing or capturing any of the Protected
3 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
4 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
5 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
6 work product, and consultant and expert work product, even if such materials
7 contain Protected Material. Any such archival copies that contain or constitute
8 Protected Material remain subject to this Protective Order as set forth in Section 4
9 (DURATION).

10
11 14. Any violation of this Order may be punished by any and all appropriate
12 measures including, without limitation, contempt proceedings and/or
13 monetary sanctions.

14
15 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

16 SKAPIK LAW GROUP

17
18 Dated:

By: /s/

Mark J. Skapik
Geraldyn L. Skapik
Blair J. Berkley
Matthew T. Falkenstein

Attorneys for Plaintiff Eleonora Lizzeth Ulloa Calderon

21 Dated:

HYDEE FELDSTEIN SOTO, City Attorney
DENISE C. MILLS, Chief Deputy City Attorney
KATHLEEN KENEALY, Chief Assistant City Attorney
CORY M. BRENT, Senior Assistant City Attorney

25 By: _____

REBECCA E. HUNTER, Deputy City

Attorney

Attorneys for Defendant, CITY OF LOS
ANGELES, LOS ANGELES POLICE DEPARTMENT,
OFFICER MALAGA, and CHIEF DOMINIC CHOI

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: May 2, 2025

A handwritten signature in blue ink, appearing to read "Steve Kim", is written over a horizontal line.

Honorable Steve Kim
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on [date] in the case of *Calderon v. City of Los Angeles, et al.*, case no. 2:24-cv-
10045-HDV-SKx. I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order, and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that
is subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print
or type full name] of _____ [print or type
full address and telephone number] as my California agent for service of process in
connection with this action or any proceedings related to enforcement of this
Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____